The Solicitors' Journal

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CURRENT TOPICS

Accommodation in the Temple

WHATEVER may be the number of barristers who will either commence practice or return to the Bar in the next year or two (and it may well run into four figures) some solution will have to be found for the pressing problem of accommodation. Even before the war only a minority of barristers enjoyed the luxury of a room in chambers to themselves, and it is doubtful if there are more than two or three barristers who still have that advantage. The General Council of the Bar can do little more in respect of accommodation in the Temple than to send out the urgent appeal, which we print at p. viii, for offers of accommodation, but it may be that they can do something in regard to accommodation elsewhere. In discussions on this subject among barristers the view has generally been expressed that, until rebuilding is completed, some alternative accommodation will have to be sought. Indeed, after the first stages of bomb damage some "bombed-out" barristers sought refuge in Clifford's Inn and other places near enough to the Law Courts and the Temple, and their initiative will no doubt be followed. The danger is that this may seriously impair that unique and invaluable sense of corporate being as well as the social life which distinguish the English Bar. Generally the suggestion that barristers might use the Bar library or the courts as chambers, on the precedent of the Dublin bar, has not met with favour. It has obvious disadvantages, and even if officially adopted it is doubtful whether it would be generally followed. If we may make a respectful suggestion to the Bar Council it is that in order to avoid a measure of disintegration in the Bar during the years in which rebuilding will take place, it may be possible to take buildings or suites of offices on short terms and at reasonable rentals, not too far away from the Temple, and let them to returning barristers. The only other method would be to erect temporary buildings in the Temple. This is a suggestion which will not appeal to those to whom the Temple is more than a collection of sets of chambers. The problem is so pressing and so difficult that the solution or solutions should not be sought merely *ambulando*.

Price Control of Houses

A STRONGER case could hardly be made out against the control of the price of dwelling-houses than that in the memorandum of evidence by the Council of The Law Society to the Inter-departmental Committee on Control of the Prices of Houses. While agreeing that it is desirable to prevent speculation in house property, the Council expresses the emphatic view that control of any sort is for many reasons impracticable, not least among these being (1) a system of price control which results in controlled prices bearing little relation to current building costs will in future produce great anomalies; (2) most of those who sell houses at the present time are probably owner-occupiers who normally have to buy another house in which to live; (3) mortgagees may lose heavily through control at a lower valuation than that on which their loans were based; (4) any legislation which prevents the sale of a house at what the owner considers to be a fair price will mean that the house will not be sold, but either let or not put on the market at all. The Council gives detailed reasons for rejecting the various types of control as unpractical and expresses the opinion that "the only means of securing a limitation of purchase prices is to provide at reasonable prices an ample number of new houses of at least as good a quality as those built before the war." The Council further points out various methods of possible evasion of any control, and concludes that legislation to secure this control would have to be very complicated, and there would doubtless be many possibilities of evasion for which it would not effectively cater. Legislation which is subject to large-scale evasion, the Council states, is generally agreed to be bad. It is difficult to see the answers to these arguments, and we await with interest the committee's report.

The Lord Chancellor's Office

TWO recent letters to *The Times*, one from Mr. W. HARVEY MOORE on 11th June, and the other from Mr. RICHARD C. FITZGERALD on 16th June, raise the important question of the position of the Lord Chancellor in relation to the Cabinet. Mr. Harvey Moore pointed out that the Lord Chancellor was no longer a member of the Cabinet, as he had been for many years, except during periods of small War Cabinets. "Is it not undesirable," he asked, "that one who is the head of the judiciary and unites in a unique manner the judicial, legislative and executive functions of government should be excluded from the prime organ of British Government?" Mr. Fitzgerald added: "The Lord Chancellor, as the custodian of the Great Seal of the United Kingdom, has always been regarded as an essential party to the innermost councils of the Crown. It is undesirable to say the least that he should countersign the warrant under the sign manual necessary for the use of the Great Seal without his having taken part in the proceedings culminating in the instrument to be passed under the Great Seal. He was responsible for communicating to the law officers such decisions of the Cabinet as affect them. This he can now do only if he is furnished with a full copy of the Cabinet's conclusions. Whether or not he gets a full copy presumably rests with the Prime Minister." The two letters seem to state categorically that it is undesirable that this unique office combining judicial, executive and

legislative powers should be shorn of an important function. It can, however, be argued that the constitutional guarantee of our individual liberties is just that separation of judicial from legislative and executive functions to which the existence of the office of the Lord High Chancellor is a notable exception. No doubt the amazing collection of functions united in that office may be justified on the grounds both of history and expediency, but the constitutional point of view put forward in these letters remains highly debatable.

International Law and War Crimes

IT has often been said, both in these columns and elsewhere, that one of the guarantees against future disturbances of world peace by determined malefactors is the speedy punishment of war criminals. This is the implication in a recent report made to President TRUMAN by Mr. Justice JACKSON, of the U.S. Supreme Court, who is acting as chief counsel for the United States in the prosecution of war criminals. The American case is being prepared, he stated, on the assumption that inescapable responsibility rests upon this country to conduct an inquiry, preferably in association with others, but alone if necessary. Hearings must not be regarded in the same light as a trial under our system, nor should there be such a defence as is recognised by the obsolete doctrine that the head of a State is immune from legal liability. With that doctrine is usually coupled another, said Mr. Justice Jackson, that orders from an official superior protect one who obeys them, which, in combination, mean that no one is responsible. Society as modernly organised, he stated, cannot recognise such a broad area of official irresponsibility, though there may be such exceptions as a soldier in a firing squad. The legal position to be maintained by the United States will be based on a common sense of justice which must not be complicated by sterile legalisms " developed in an age of imperialism to make war respectable." He said that international law was more than a scholarly collection of abstract and immutable principles, but the outgrowth of treaties or agreements between nations and of accepted customs, and " unless we are prepared to abandon every principle of growth for international law we cannot deny that our day has its right to institute customs and conclude agreements that will themselves become the source of a newer and strengthened international law."

Distribution of Industry Act: Factory Building

THE Board of Trade have asked us to draw the attention of readers to the Distribution of Industry Act, 1945, which came into operation on 15th June, 1945, and particularly to s. 9 of the Act. With certain exceptions, it requires persons who are contemplating the erection of a factory to inform the Board of Trade of their intentions at least sixty days before they let contracts for the erection of the building or begin building operations. No notification is necessary if the proposed building (1) will have an aggregate floor space of 10,000 square feet or less; or (2) is required as an extension of an existing industrial undertaking, and is contiguous or adjacent to another industrial building, used by the undertaking and erected before 15th June, 1945, or in respect of which notification under the Act has been given; or (3) replaces another such industrial building used by the same undertaking, and is to be erected on the same site or on a contiguous or adjacent site. The object of this notification requirement is to enable the Board of Trade to place at the disposal of industrialists all available information concerning sites, power, labour, transport, housing, amenities and similar matters, and to discuss with them where, in their own and the national interest, they should consider siting their proposed building. Industrialists are therefore urged to approach the Board of Trade at as early a date in their planning as possible. Notification should be sent in writing to the Factory Controller (Location), Board of Trade, Millbank, London, S.W.1, and should, where possible, include information about the proposed situation of the building, the use for which it is required, the estimated floor space, and the number of men and of women who are likely to be employed. On the expiry of sixty days from the date of notification, or earlier if the Board of Trade agree, the industrialist may proceed, but the fact of notification under the Distribution of Industry Act does not dispense with the obligation to secure a building licence before building may be begun. Nor does notification to the Board of Trade dispense with the need to secure the approval of the local planning authority. Where a person is on 15th June in possession of a building licence, the Board of Trade will regard the application for the licence which was made by that person as a notification under s. 9 of the Act on which permission to proceed has been given. Other persons should make notification now, but if any person receives a building licence on or before the 14th August and the statutory period of sixty days has not expired, the licence may be regarded as permission to proceed.

Soldiers' Pay Book Wills

ONE of the recent examples of the work of the Council of The Law Society in the removal of legal injustices and uncertainties appears to be the new edition of A.B.64, the soldier's pay book, and an Army Council Instruction issued in January, 1944. The *Law Society's Gazette* for May points out that the War Office have only just informed The Law Society of their issue. The Council of The Law Society made representations on the matter as far back as October, 1942. To meet one of the suggestions made by the Council, a paragraph in the revised instructions informs the soldier that if he is on actual military service (even if under twenty-one years of age) he can make a will by merely writing down his wishes on the " active service " form, or by stating them verbally. He is advised, however, to use the formal methods for which instructions and forms are provided. Those forms contain clauses appointing an executor. The Council state that they are glad to see that the revised instructions regarding alterations of wills make it clear that any alteration after the will has been executed should be made by codicil. The Army Council Instruction of January, 1944, the Council notes with pleasure, contains detailed information on the manner of making a will and the facilities for obtaining free legal advice. There are still, however, one or two points raised by the Council and not referred to in the revised instructions. No reference is made to the Inheritance (Family Provision) Act, 1938, and there is no suggestion that soldiers going overseas might consider executing powers of attorney.

The Grotius Society: The Rights of Man

THE contribution of the Grotius Society to the advancement of international understanding and the progress of the establishment of law among nations is considerable. Again in history the attention of thinking lawyers is turned to the inalienable rights of man, at a time when those rights have been savagely violated as never before Quite early in the war, in December, 1942, the Society heard an inspiring address on this subject in its relation to international law, by Professor H. LAUTERPACHT, Whewell Professor of International Law in the University of Cambridge. " The individual human being," he said on that occasion, " his welfare and the freedom of his personality in its manifold manifestations, is the ultimate unit of all law." More recently, on 2nd and 3rd June, 1945, the Grotius Society held a conference to consider the adoption of the report of Lord Porter's Committee on International Law and the Rights of the Individual. That committee held that in the peace settlement a similar institution to the International Labour Organisation should be established, with the duty of keeping observation over the lot of the individual all over the world. Sir CECIL HURST, the chairman, said that it was essential that the San Francisco Conference should present to the United Nations a framework of machinery which would work. That, indeed, is the aspiration of the suffering human race, if Magna Carta, the French Declaration of 1789 and the more modern Atlantic Charter are to remain more than pious hopes. Constructive work such as that of the Grotius Society is a valuable contribution to that end.

Local Authorities Loan Acts, 1945

THE Treasury have by letter dated 12th June, 1945, and addressed to local authorities informed them of an order made that day appointing the 1st August, 1945, as the date on which the above Act shall come into operation. The Lords Commissioners of the Treasury have also made the Local Authorities Loans (Exemptions) Regulations, 1945 (S.R. & O., 1945, No. 680), under s. 1 (1) of the Act, prescribing the cases in which it shall be lawful for a local authority, without the approval of the Treasury, to borrow money otherwise than from the Public Works Loan Commissioners, and the Public Works Loans (Fees) Regulations, 1945 (S.R. & O., 1945, No. 679), under s. 2 (3) of the Act, prescribing the fees to be paid in respect of loans made by the Public Works Loan Commissioners on and after the 1st August, 1945. With the letter is enclosed a copy of a Treasury Minute fixing the rates of interest which will apply to loans advanced out of the Local Loans Fund on and after the 1st August, 1945. As from that date the rate of interest chargeable on an advance from the Local Loans Fund will be the rate ruling at the time the advance is actually made. A copy is also enclosed of a note on the procedure to be followed in connection with applications to the Public Works Loan Commissioners. The existing arrangement by which, with certain exceptions, only local authorities with a rateable value not exceeding £200,000 (£250,000 in Scotland) may borrow from the Public Works Loan Commissioners will be abrogated as from the 1st August, 1945.

Recent Decisions

In a case in the Court of Criminal Appeal (HUMPHREYS, CROOM-JOHNSON and BIRKETT, JJ.), on 18th June (*The Times*, 19th June), the appeal was allowed against a conviction by quarter sessions of a breach of recognisance and the conviction quashed on the ground that the recognisance had not been produced to quarter sessions and the charge had therefore not been proved.

In *Dorman Long & Co., Ltd.* v. *Carroll and Others*, on 19th June (*The Times*, 20th June), a Divisional Court (HUMPHREYS and CROOM-JOHNSON, JJ.) dismissed an appeal by the employers of the respondent workmen from a decision of the Durham county justices under the Employers and Workmen Act, 1875, that the workmen had not been guilty of breaches of their contract of employment. The grounds for the Divisional Court's decision were that it was a reasonable conclusion considering the acts of the parties that a new arrangement involving the working of two shifts instead of one on Saturday was not a variation of their original contract of service, but merely a method of working out the contract of employment by which the men were still bound, and they were entitled to terminate that arrangement on reasonable notice in order to revert to the old arrangements.

In *Hickman and Others* v. *Peacey and Others*, on 20th June (*The Times*, 21st June), the House of Lords (THE LORD CHANCELLOR (dissenting), LORD MACMILLAN, LORD WRIGHT (dissenting), LORD PORTER and LORD SIMONDS) held that where two brothers were killed in the basement of a house owing to an enemy bomb exploding in the basement, the statutory presumption applied under s. 184 of the Law of Property Act, 1925, that for all purposes affecting the title to property the younger should be deemed to have survived the elder. LORD MACMILLAN said that all that was necessary in order to invoke the statutory presumption was the presence in the circumstances of an element of uncertainty which of the deceased survived the other or others.

In *Bretherton* v. *United Kingdom Totalisator, Ltd.*, on 22nd June (*The Times*, 23rd June), a Divisional Court (LORD GODDARD, and HUMPHREYS and CASSELS, JJ.) held that the respondents had unlawfully conducted through a newspaper a competition in which prizes were offered for forecasts on the results of football matches which had not been played, contrary to s. 26 of the Betting and Lotteries Act, 1934. The court found itself unable to agree with the decision of EVE, J., in *Elderton* v. *United Kingdom Totalisator, Ltd.* [1935] 1 Ch. 373, that a similar football pool conducted through a newspaper was not a competition, but a betting transaction which was not prohibited by the Act. LORD GODDARD said that the Act of 1934 was not one to legalise pool betting, which was and is legal, so long as it was carried on in a manner which did not infringe the Gaming Acts. The case was remitted to the chief magistrate at Bow Street with a direction to find that the offence charged had been proved.

THE LAW SOCIETY'S ANNUAL REPORT

THE annual report of the Council of The Law Society, which is to be presented to the general meeting of members on 6th July, 1945, commences on the sad note that during the year under review fifty solicitors and fifty-six articled clerks have given their lives in the service of their country. During the year also the ranks of solicitors were depleted by 252 solicitors and 272 articled clerks joining the Forces. Altogether 6,062 solicitors and 2,507 articled clerks have notified The Law Society that they have joined the Forces since the outbreak of the war. Forty-nine solicitors and forty-four articled clerks who were prisoners of war in Germany have been repatriated. Ninety-nine solicitors and seventy-three articled clerks are still prisoners of war, most of them in Japanese hands.

Among the miscellaneous matters dealt with in the report, outstanding is the Council's note of the appointment, for the first time, of solicitors to the offices of Public Trustee and Director of Public Prosecutions.

It is recorded that the Council have held twenty-one meetings during the year under review and have dealt, *inter alia*, with post-war aid, national service (solicitors and clerks), legal advice and aid for the poor, solicitors' remuneration, and have given evidence to departmental committees on alternative remedies, patent law reform and price control of houses.

On the subject of the Council's committee work, the report notes that the Professional Purposes Committee assisted in prosecuting to conviction six unqualified persons for offences against the Solicitors Acts during 1944, as well as one uncertificated solicitor. During the year eleven solicitors were notified of their failure to give sufficient and satisfactory explanation of matters affecting their conduct (see s. 38 (1) of the Solicitors Act, 1932, as amended and re-enacted by s. 10 of the 1941 Act as to the grant or refusal by the registrar of practising certificates).

During the year under review 2,992 applications for deferment and 768 applications for release were considered by the Military Service (Deferment) Committee. At the request of the Ministry of Labour, the Registrar's Committee interviewed a number of applicants for awards under the Government Further Education and Training Scheme and advised the Ministry on the suitability of the applicant for entry into the profession.

The number of members of the Society is now 10,479, of whom 3,780 practise in London and 6,699 in the country. During the past year 324 solicitors joined the Society, an increase of 126 over the previous year, or a net increase of 100 after allowing for deaths, resignations and exclusions.

On the subject of national service, the Council notes that by the Control of Engagements Order, 1945, as from the 4th June, 1945, a relaxation was made as regards the employment of women, but the employment of certain categories of men was brought under control. The order is receiving the Council's consideration.

The Council records also that the report of the Rushcliffe Committee on legal aid, which was published on 31st May, recommended the adoption of a scheme broadly in the lines of the Council's suggestions on the subject. Copies of the memoranda submitted by The Law Society appear in an

appendix to the report. The appendix also contains copies of the memorandum submitted by Mr. William Charles Crocker on behalf of the Council of The Law Society to the Departmental Committee on Alternative Remedies, the Council's memorandum to the Departmental Committee on Patent Law Amendment, the Report for 1944 on Poor Persons Procedure, and the memorandum of evidence by the Council to the Inter-departmental Committee on Control of the Prices of Houses, with which we deal in a "Current Topic" at p. 297 of this issue.

Not least important of the contents of the appendix is an extract from the report of the proceedings of the Disciplinary Committee from 1st August, 1943, to 31st July, 1944. Thirty-two applications were received by the committee in that period. Four were by solicitors to have their names removed from the roll with a view to being called to the Bar; these were duly granted. There were three applications on which the committee ordered, under s. 16 (1) of the Solicitors Act, 1941, that no solicitor should employ or remunerate the clerk affected without the written permission of The Law Society. The other twenty-five applications consisted of complaints against solicitors. Three of these were awaiting consideration or hearing on 31st July, 1944, and only in one case did the committee find that the allegation had not been substantiated. In twelve cases solicitors' names were ordered to be struck off the rolls. Fines were imposed in two cases; in one case the Council made no order except that the solicitor was suspended from practice for two years. In one case a solicitor was gravely censured and ordered to pay costs. In four cases findings and orders had not been pronounced prior to 31st July, 1944.

In concluding this brief account of a very full and detailed report it should be noted that, like other public bodies whose ranks have been temporarily depleted by the war, The Law Society is spending more than its income and is living on its reserves. The report expresses the hope that a large number of solicitors will return to active practice in the coming year and that as a result the Society's finances will improve considerably.

The letter informing members of the meeting contains, *inter alia*, the information that Mr. Hugh Matheson Foster, T.D., of Aldershot, has been nominated as President and Mr. Douglas Thornbury Garrett, B.A., of London, as Vice-President for the coming year.

LANDLORD AND TENANT NOTEBOOK

REPAIR OF CONTROLLED HOUSES

REPAIRS are a sore point with most landlords of controlled dwelling-houses. The Rent, etc., Restrictions Act, 1939, permits no increase on the ground of liability for such repairs, but landlords if not constrained to effect them in order to preserve their capital, may be compelled to remedy defects by the local sanitary authority. They may, indeed, be so compelled though the disrepair is due to enemy action; the Landlord and Tenant (War Damage) Acts do not excuse performance of obligations imposed by the Public Health Act, 1936, as was held in *Turley* v. *King* (1944), 60 T.L.R. 196. On the other hand, it may be said that at common law a tenant covenantee may not find it very easy to enforce his rights, which are usually independent of his obligation to pay rent; damages, the only remedy which one can safely advise (see 86 SOL. J. 365), are difficult to assess. But in the case of "old control" houses, certain statutory remedies are available, and I am told that in a recent county court action for rent the production by the defendant of a certificate by the local sanitary authority that a house was not in a reasonable state of repair and the citing of the Rent, etc., Restrictions Act, 1923, s. 5 (1), led to some question whether that subsection had impliedly or expressly repealed the Notices of Increase Act, 1923, s. 3 (3).

As will presently be seen, these two are not the only enactments on the statute book providing remedies of this kind, and there is an earlier one still in force; but before dealing with that, I will examine the question raised (and I understand, left unsolved) in the recent proceedings.

Section 5 (1) of the Rent, etc., Restrictions Act, 1923, provides that where a tenant has obtained from the sanitary authority a certificate that the house is not in a reasonable state of repair and served a copy on the landlord, it shall be a good defence to a claim for the payment of any *increase of rent* permitted under s. 2 (1) (*c*) and (*d*) of the principal Act, i.e., the 15 per cent. permitted increase, and the 25 per cent. (or less, if the landlord be not liable for the whole of the repairs) increase for responsibility for repairs, in respect of any subsequent rental period that the house was not in a reasonable state of repair during that period. Production of the certificate affords *prima facie* evidence; a proviso excludes cases where and so far as the condition of the house is due to the tenant's neglect or default or breach of express agreement; and the next subsection imposes an obligation on the sanitary authority to issue a certificate to the landlord who executes the necessary repairs to its satisfaction.

But what s. 3 (3) of the earlier Act provides is that where a tenant has obtained such a certificate it shall be a good defence to any claim for the payment, not of increases, but of any sum which the tenant is *by virtue of that Act* liable to pay by way of *rent* or on account of arrears of rent in respect of any subsequent rental period, etc.; and there are the same provisions about evidence and about disrepair due to the tenant's default.

It would be astonishing, even in the case of the Rent Restrictions Acts, to find overlapping in the case of statutes passed in successive months, as were the two cited, and I have indicated by italics where the difference lies. The earlier Act was, indeed, a direct consequence of the enterprise manifested by a fellow-citizen of Mr. Will Fyfe, one Bryde. The House of Lords had decided (by a majority) that service of notice of increase under the 1920 Act on a tenant who was not under notice of removal (notice to quit) was ineffective by virtue of the provision of s. 3 (1) of that Act: "Nothing . . . shall be taken to authorise any increase of rent except in respect of a period during which but for this Act the landlord would be entitled to obtain possession": *Kerr* v. *Bryde* [1923] A.C. 16. So the Rent Restrictions (Notices of Increase) Act, 1923, was passed and not only enacted that notices of increase should henceforth have the effect of notices to quit, but also gave that effect, retrospectively, to those already served, limiting the right to arrears at 1st December, 1922. And by s. 1 (2) "any increase of rent made valid by this Act is hereinafter referred to as a validated increase of rent." By s. 2 validated increases were made payable by instalments. So this is what s. 3 (3) refers to when it speaks of "any sum which the tenant is by virtue of this Act liable to pay by way of rent or on account of arrears"; a very different thing from the permitted increases of rent which are the subject of s. 5 (1) of the later statute.

A certificate under s. 5 (1) of the Rent, etc., Restrictions Act, 1923, is the weapon usually chosen by the tenant, and the Rent, etc., Restrictions (Amendment) Act, 1933, s. 12, directs sanitary authorities to issue such certificates when satisfied that the house is not in a reasonable state of repair, and also forbids those authorities to withhold them when a notice requiring works has been served under what is now the Housing Act, 1936, s. 9. The Act of 1923, just mentioned, provides no alternative remedy; but the Notices of Increase Act, 1923, s. 3 (1), authorised either the tenant or the authority to apply to the county court to suspend liability for the validated increases on the ground that the house was not in all respects reasonably fit for human habitation or otherwise not in a reasonable state of repair.

This brings me to the question of overlapping. The old principal Act, the Increase of Rent, etc., Act, 1920, contains a provision in s. 12 (2), which immediately follows the provisions for permitted increases, under which a tenant or sanitary authority may, within three months of any increase on the ground of liability for repairs or of the imposing of the 15 per cent. increase, make application to the county court to suspend the increase on the ground that the house is not in all respects fit for human habitation, or is otherwise not in a reasonable state of repair. The court is to be satisfied either by a sanitary authority's certificate or otherwise, and must also be satisfied that the condition of the house is not due to the tenant's neglect or default or breach of agreement.

There must be few, if any, old control houses the rents of which have not been increased, so, having regard to the three months' limit, little is likely to be heard of this provision now apart from the fact that the 1923 Act prescribes no time limit. This apart from the circumstance that application must be made to the court, whether a certificate be obtained or not.

It will be observed that while the ground for suspending the increase under the 1920 Act is " the house is not in all respects fit for human habitation, *or* is otherwise not in a reasonable state of repair," and both were made available to those *Kerr* v. *Bryde* tenants who applied for county court orders under s. 3 (1) of the Notices of Increase Act, 1923, he who sought a certificate under that statute had to seek one that the house was not in a reasonable state of repair, and could do nothing with a certificate of unfitness; and this is the position under s. 5 (1) of the amending Act of 1923, the provision usually operated. I do not know why local authorities should no longer be asked for certificates of unfitness (except in those rare cases of old control houses the rents of which have not been increased), but this and the circumstance that in each of the three cases the right to suspension is qualified by excluding cases in which the condition of the house is due to the tenant's neglect or default or breach of express agreement invites consideration of certain authorities.

Jones v. *Geen* [1925] 1 K.B. 659, showed that there was a difference between the standard defined by " good and tenantable repair " and that defined by " fit for human habitation," so that where a tenant covenanted to keep a house, let at a rent which brought it within what is now s. 2 of the Housing Act, 1936, in good and tenantable repair, state and condition, the result was that he was responsible for the difference between fitness for human habitation and good and tenantable repair. " A reasonable state of repair," is, I submit, the same thing as good and tenantable repair, looked at from the tenant's instead of the landlord's angle. It is true that since *Summers* v. *Salford Corporation* (1942), 86 SOL. J. 391 (H.L.) (for comment, see *ib.*, p. 390), the standard expressed by fitness for human habitation may be considered less " humble " than it was considered to be by Salter, J., in the earlier case; nevertheless, the test being, according to Lord Atkin, " whether with the disrepair complained of the tenant could live in the house," there must be instances in which a protected tenant, subject to a covenant to keep the house in reasonable repair, but entitled to the benefit of the statutory covenant for fitness, and whose rent has not been fully increased, may be able to obtain a certificate from the local authority but be met with the defence that the disrepair is due to his own breach of covenant. It seems difficult, at all events, to imagine other circumstances in which the saving is supposed to operate, unless it is meant to cover cases in which a tenant has deliberately damaged the house or in which the defect is due indirectly to some breach of another covenant, e.g., not to use the premises for giving dancing lessons.

TO-DAY AND YESTERDAY

LEGAL CALENDAR

June 25.—Stuart Archibald Moore was called to the Bar by the Inner Temple on the 25th June, 1884, in his forty-second year. He already had a reputation as an antiquarian lawyer and he soon obtained a lucrative practice. His " History of the Foreshore and the Law Relating Thereto," published in 1888, was full of interesting extracts from ancient records. Its thesis was that the Crown had long ago parted with its foreshore rights to the lords of manors bounded by the sea. He was one of the finest amateur seamen of his time and sailed his 80-ton fishing ketch all round Great Britain and the greater part of Ireland, with little regard for the weather. He died in 1907 aboard his yacht at Southwick.

June 26.—Less than a year after the death of her husband Mary Bowes, Countess of Strathmore, married Andrew Stoney, a bankrupt lieutenant on half pay. This adventurer assumed the name of Bowes after the marriage. His cruelty and infidelity made the union disasterous and in a few years she left him. He retaliated by having her kidnapped in Oxford Street, in November, 1786. She was only rescued after he had carried her with much brutal ill-treatment to the north of England. In the result, he and four of his accomplices were tried in the Court of King's Bench and convicted of conspiracy. On the 26th June, 1787, he was condemned to three years' imprisonment and a fine of £300. The rest were imprisoned or fined.

June 27.—On the 27th June, 1628, shortly after the responsibilities and duties of the Under-Treasurer of the Middle Temple had been much increased, certain allowances were fixed. He was allowed diet throughout the year, poundage for collecting rents and other dues, 2s. 6d. a day for overseeing the workmen in work done about the House (provided it was done by order of the benchers), 6s. for drawing and entering every admittance to the society, 6s. 8d. for drawing and entering every admittance to a chamber, 10s. from every gentleman called to the Bar, 20s. for making up the Treasurer's yearly account. He was also allowed the old tablecloths and linen no longer serviceable for the hall, and all other worn out things in his charge " that the House be not pestered with unnecessary lumber."

June 28.—On the 28th June, 1661, Francis North, afterwards Lord Keeper Guildford, was called to the Bar by the Middle Temple. " He did not, as many less qualified have done, bustle about town and obtrude themselves upon attorneys and perhaps bargain for business, but lay quiet, and the chief alteration in his way of appearing was this. Instead of his being posted within the court as a student to take notes, he did the same standing at the Bar, and if chance or a friend brought a motion, it was of course, welcome." Also " he took a practising chamber, as they call those which are not above two pair of stairs high. The ground chamber is not so well esteemed as one pair of stairs, but yet better than two, and the price is accordingly. He sold his little student's chamber and also the lease of a house his father gave him, which raised near £300; and with that sum he bought his life in a corner chamber one pair of stairs in Elm Court. A dismal hole for the price; for it was not only dark next the court but on the back side a high building of the Inner Temple stood within five or six yards of his windows. But yet some more room and a large study being gained, he thought himself greatly preferred . . . ."

June 29.—Henry Yelverton, eldest son of Christopher Yelverton, a judge of the King's Bench, was born on the 29th June, 1566. He himself became a judge of the Common Pleas in 1625. He died in 1630.

June 30.—On the 30th June, 1733, " at the Sessions at the Old Bailey, received sentence of death William Robinson . . . for robbing a gentlewoman at her own door of a cloak and £14, Rose Moreton for privately stealing 24 guineas and some silver from her master."

COUNTY COURT CALENDAR FOR JULY, 1945

Circuit 1—Northumberland

His Hon. Judge Richardson
Alnwick,
Berwick-on-Tweed,
Blyth,
Consett, 20
Gateshead, 10
Hexham,
Morpeth, 16
†*Newcastle-upon-Tyne, 10 (R.B.), 12, 13 (J.S.), 19 (B.)
North Shields, 26
Seaham Harbour, 30
South Shields, 11
Sunderland, 4 (R.B.), 25

Circuit 2—Durham

His Hon. Judge Gamon
Barnard Castle, 26
Bishop Auckland, 24
Darlington, 11, 25
*Durham, 10 (J.S.), 23
Guisborough, 6
Leyburn, 16 (R.)
†*Middlesbrough, 5, 19 (J.S.)
Northallerton, 27
Richmond, 12
†*Stockton-on-Tees, 17
Thirsk, 19 (R.)
West Hartlepool, 18

Circuit 3—Cumberland

His Hon. Judge Allsebrook
Alston, 20
Appleby, 14 (R.)
†*Barrow-in-Furness, 4, 5
Brampton,
*Carlisle, 18
Cockermouth, 12
Haltwhistle,
*Kendal, 17
Keswick,
Kirkby Lonsdale, 10 (R.)
Millom, 9
Penrith, 19
Ulverston, 3
†*Whitehaven, 11
Wigton,
Windermere, 5 (R.)
*Workington,

Circuit 4—Lancashire

His Hon. Judge Peel, O.B.E., K.C.
Accrington, 12
†*Blackburn, 9, 13, 18 (R.B.), 20 (J.S.)
†*Blackpool, 4, 5, 11, 18 (J.S.), 25 (R.B.)
Chorley, 19
Lancaster, 6
†*Preston, 3, 17, 24 (J.S.), 27 (R.B.)

Circuit 5—Lancashire

His Hon. Judge Harrison
†*Bolton, 18, 25 (J.S.)
Bury, 2 (J.S.), 23
*Oldham, 5, 19, 26 (J.S.)
Rochdale, 20 (J.S.), 27
*Salford, 3, 6 (J.S.), 17, 24 (J.S.)

Circuit 6—Lancashire

His Hon. Judge Crosthwaite
His Hon. Judge Proctor
†*Liverpool, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27
St. Helens, 11, 25
Southport, 10, 24
Widnes, 27
*Wigan, 12, 26

Circuit 7—Cheshire

His Hon. Judge Burgis
Altrincham, 4 (J.S.), 18
*Birkenhead, 4 (R.), 10, 11, 18 (R.), 25 (R.), 27, 30, 31
Chester, 3
*Crewe, 6
Market Drayton, 20
Nantwich, 13
*Northwich, 26
Runcorn, 17
*Warrington, 5, 19 (J.S.)

Circuit 8—Lancashire

His Hon. Judge Rhodes
Leigh, 6, 20
†*Manchester, 3, 4, 5, 9, 10, 11, 12, 13 (B.), 16, 17, 18, 19, 23, 24, 25, 26, 27 (B.), 30, 31

Circuit 10-Lancashire

His Hon. Judge Raleigh Batt
*Ashton-under-Lyne, 6, 30 (B.)
*Burnley, 26, 27
Colne,
Congleton, 20
Hyde, 18
*Macclesfield, 10, 12 (B.)
Nelson, 25
Rawtenstall, 11
Stalybridge, 19 (J.S.)
*Stockport, 3, 4 (J.S.), 17, 27 (B.)
Todmorden, 24

Circuit 12—Yorkshire

His Hon. Judge Neal
*Bradford, 12, 20, 26 (J.S.)
Dewsbury, 23
*Halifax, 19
*Huddersfield, 17, 18, 31
Keighley, 10
Otley, 11
Skipton, 9
Wakefield, 3 (R.), 24, 25

Circuit 13—Yorkshire

His Hon. Judge Essenhigh
*Barnsley, 4, 5, 6
Glossop, 18 (R.)
Pontefract, 16, 17, 18
Rotherham, 24, 25
*Sheffield, 3 (J.S.), 6 (R.), 12, 13, 19, 20, 26, 27, 31 (J.S.)

Circuit 14—Yorkshire

His Hon. Judge Stewart
His Hon. Judge Ormerod
Harrogate, 6, 27 (R.)
Leeds, 4, 5 (J.S.), 11, 18, 19 (J.S.), 25
Ripon, 17
Tadcaster, 10
York, 24

Circuit 16—Yorkshire

His Hon. Judge Griffith
Beverley, 6
Bridlington, 2
Goole, 3 (R.), 17
Great Driffield, 16
†*Kingston upon Hull, 9 (R.), 10 (R.), 11, 12, 13 (J.S.), 16 (R.B.), 23 (R.)
Malton, 18
Scarborough, 3, 4, 10 (R.B.)
Selby, 20
Thorne, 19
Whitby, 4 (R.), 5

Circuit 17—Lincolnshire

His Hon. Judge Langman
Barton-on-Humber,
†*Boston, 5 (R.), 12, 19 (R.B.)
Brigg,
Caistor,
Gainsborough, 11 (R.), 6 (B.)
Grantham, 4 (R.), 13
†*Great Grimsby, 3, 4 (J.S.), 5 (R.B.), 18 (J.S.), 19
(*R. every Wednesday*)
Holbeach, 18 (R.)
Horncastle, 26
*Lincoln, 5 (R.) (R.B.), 9
*Louth, 17
Market Rasen, 17 (R.)
Scunthorpe, 10 (R.), 24
Skegness, 11
Sleaford, 10 (R.)
Spalding, 25
Spilsby, 6 (R.)

Circuit 18—Nottinghamshire

His Hon. Judge Caporn
Doncaster, 6, 25, 26, 27
East Retford, 31
Mansfield, 9, 10
Newark, 3 (R.), 24
*Nottingham, 5 (R.B.), 11, 12, 13 (J.S.), 18, 19, 20 (B.)
Worksop, 10 (R.), 17

Circuit 19-Derbyshire

His Hon. Judge Willes
Alfreton, 17
Ashbourne,
Bakewell, 10
Burton - on - Trent, 11 (R.B.)
Buxton,
Chesterfield, 6, 13
*Derby, 4, 17 (R.B.), 18, 19 (J.S.)
Ilkeston, 24
Long Eaton, 5
Matlock,
New Mills, 2
Wirksworth, 12

Circuit 20—Leicestershire

His Hon. Judge Field, K.C.
Ashby-de-la-Zouch, 19
*Bedford, 17 (R.B.), 25
Hinckley, 18
Kettering, 24
*Leicester, 9, 10, 11 (J.S.) (B.), 12 (B.), 13 (B.)
Loughborough, 17
Market Harborough, 16
Melton Mowbray, 27
Oakham, 20
Stamford, 23
Wellingborough, 26

Circuit 21—Warwickshire

His Hon. Judge Dale
His Hon. Judge Tucker (Add.)
*Birmingham, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17 (B.), 18, 19, 20, 23, 24, 25, 26, 27, 30, 31

Circuit 22—Herefordshire

His Hon. Judge Roope Reeve, K.C.
Bromsgrove, 13
Bromyard,
Evesham, 18
Great Malvern, 2
Hay, 4
*Hereford, 10, 19
*Kidderminster, 3, 17
Kington, 11
Ledbury,
*Leominster, 9
Ross, 20
*Stourbridge, 5, 6
Tenbury,
*Worcester, 12, 23

Circuit 23 — Northamptonshire

His Hon. Judge Forbes
Atherstone, 19
Banbury, 20
Bletchley, 17
Chipping Norton,
*Coventry, 9 (R.B.), 10, 23
Daventry, 11
Leighton Buzzard, 12
*Northampton, 2, 3, 24 (R.), 27 (R.B.)
Nuneaton, 4
Rugby, 5, 19 (R.)
Shipston-on-Stour, 16
Stow-on-the-Wold, 18
Stratford-on-Avon, 26
Warwick, 13 (R.B.)

Circuit 24 — Monmouthshire

His Hon. Judge Thomas
Abergavenny,
Abertillery, 10
Bargoed, 11
Barry, 5
†*Cardiff, 3, 4, 6, 7, 30, 31
Chepstow,
Monmouth, 16
*Newport, 19, 20
Pontypool and Blaenavon, 18, 27
*Tredegar, 12

Circuit 25—Staffordshire

His Hon. Judge Finnemore
*Dudley, 10, 17
*Walsall, 12, 19
*West Bromwich, 11, 18
*Wolverhampton, 13, 20

Circuit 26—Staffordshire

His Hon. Judge Tucker
*Hanley, 12, 26
Leek, 16
Lichfield, 4
Newcastle - under - Lyme, 17
Redditch, 20
*Stafford, 6
*Stoke-on-Trent, 11
Stone, 30
Tamworth, 5
Uttoxeter, 27

Circuit 28-Shropshire

His Hon. Judge Samuel, K.C.
Brecon, 20
Bridgnorth, 18
Builth Wells, 12
Craven Arms, 11
Knighton, 10
Llandrindod Wells, 13
Llanfyllin,
Llanidloes,
Ludlow, 16
Machynlleth,
Madeley, 19
Newtown,
Oswestry, 17
Shrewsbury, 23, 26
*Wellington, 24
Welshpool,
Whitchurch, 25

Circuit 29—Caernarvonshire

His Hon. Judge Evans, K.C.
Bala,
†*Bangor, 9
Blaenau Festiniog, 17
*Caernarvon, 11
Colwyn Bay,
Conway,
Corwen,
Denbigh,
Dolgelley,
Flint,
Holyhead, 10
Holywell, 20
Llandudno, 19
Llangefni,
Llanrwst, 13 (R.)
Menai Bridge,
Mold, 24 (R.)
*Portmadoc, 16
Pwllheli, 27
Rhyl, 18
*Ruthin, 24
Wrexham, 25, 26

Circuit 30—Glamorganshire

His Hon. Judge Williams, K.C.
*Aberdare, 3, 31
Bridgend, 23 (R.), 24, 25, 26, 27
Caerphilly, 19 (R.)
Merthyr Tydfil, 5
*Mountain Ash, 4
Neath, 18, 19, 20
*Pontypridd, 10, 11, 12, 13
Port Talbot, 17
*Porth, 9
*Ystradyfodwg,

Circuit 31—Carmarthenshire

His Hon. Judge Morris, K.C.
†*Aberystwyth, 27
Cardigan, 23
†*Carmarthen and Ammanford, 3, 4
†*Haverfordwest, 17
Lampeter,
Llandovery
Llanelly, 24, 26
Narberth, 16
Newcastle Emlyn,
Pembroke Docks,
*Swansea, 10, 11, 12, 13

Circuit 32—Norfolk

His Hon. Judge Pugh
Beccles, 9
Diss, 3
Downham Market, 5
East Dereham,
Fakenham,
†*Great Yarmouth, 26, 27
Harleston,
Holt,
†*King's Lynn,
*Lowestoft, 6
North Walsham,
*Norwich, 23, 24, 25
Swaffham, 4
Thetford, 10

Circuit 33—Essex

His Hon. Judge Hildesley, K.C.
Braintree,
*Bury St. Edmunds, 24
*Chelmsford, 3, 31
Clacton, 17
Colchester, 4, 5
Felixstowe, 11
Halesworth, 2
Halstead,
Harwich, 20
Ipswich, 13, 18, 19
†*Maldon, 26
Saxmundham,
Stowmarket, 27
Sudbury, 25
Woodbridge,

Circuit 34-Middlesex

His Hon. Judge Tudor Rees
His Hon. Judge Done (Add.)
Uxbridge, 3, 17, 24, 31

Circuit 35 — Cambridgeshire

His Hon. Judge Campbell
Biggleswade, 3
Bishops Stortford, 17
*Cambridge, 6 (R.B.), 25 (J.S.), (B.), 26
Ely, 23
Hitchin, 13
*Huntingdon, 6 (R.), 19
Luton, 5 (J.S.), (B), 6, 26 (R.B.)
March, 16
Newmarket, 27
*Oundle, 11
Peterborough, 6 (R.), 9, 10
Royston, 20
Saffron Walden, 2
Thrapston, 18
Wisbech, 24

Circuit 36—Berkshire

His Hon. Judge Hurst
*Aylesbury, 13, 27 (R.B.)
Buckingham, 31
Cheltenham, 10, 17
Henley-on-Thames,
High Wycombe, 12
Northleach, 16
Oxford, 9, 23 (R.B.), 30
Reading, 12 (R.B.), 18, 19, 20
Tewkesbury, 11
Thame,
Wallingford,
Wantage, 24
Witney, 25

Circuit 37-Middlesex

His Hon. Judge Sir Gerald Hargreaves
Chesham, 3
*St. Albans, 17
West London, 2, 3, 4, 9, 10, 11, 16, 17, 23, 24, 25, 30, 31

Circuit 38-Middlesex

His Hon. Judge Alchin
Barnet, 10, 24, 31
*Edmonton, 5, 6, 12, 13, 17, 19, 20, 26, 27,
Hertford, 4
Watford, 11, 18, 25

Circuit 39-Middlesex

His Hon. Judge Engelbach
His Hon. Judge Tudor Rees (Add.)
Shoreditch, 2, 5, 6, 9, 10, 12, 13, 16, 17, 19, 20, 23, 24, 26, 27, 30, 31
Windsor, 4, 11, 18, 25

Circuit 40-Middlesex

His Hon. Judge Jardine, K.C.
His Hon. Judge Drucquer (Add.)
His Hon. Judge Tudor Rees (Add.)
Bow, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31

Circuit 41-Middlesex

His Hon. Judge Eakengey, K.C.
His Hon. Judge Trevor Hunter, K.C. (Add.)
Clerkenwell, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31

Circuit 42-Middlesex

His Hon. Judge Collingwood
His Hon. Judge David Davies, K.C.
Bloomsbury, 3, 4, 5, 6, 10 .11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27

Circuit 44-Middlesex

His Hon. Judge Austin Jones
His Hon. Judge Davies, K.C. (Add.)
Westminster, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31

Circuit 45—Surrey

His Hon. Judge Hancock, M.C.
His Hon. Judge Hurst (Add.)
*Kingston, 3, 6, 10, 13, 17, 20, 24, 27, 31
*Wandsworth, 1, 4, 5, 9, 11, 12, 16, 18, 19, 23, 25, 26, 30

Circuit 46-Middlesex

His Hon. Judge Drucquer
Brentford, 2, 5, 9, 12, 16, 19, 23, 26, 30
*Willesden, 3, 4, 10, 11, 13, 17, 18, 20, 24, 25, 27, 31

Circuit 47—Kent

His Hon. Judge Bensley Wells
His Hon. Judge Hurst (Add.)
Woolwich, 11, 25

Circuit 48—Surrey

His Hon. Judge Bensley Wells
His Hon. Judge Done (Add).
Dorking, 12
Epsom, 4, 11, 25
*Guildford, 5, 19
Horsham, 26
Lambeth, 2, 3, 4, 6, 9, 10, 12, 13, 16, 17, 18, 20, 23, 24, 26
Redhill, 18

Circuit 49—Kent

His Hon. Judge Clements
Ashford, 2, 30
*Canterbury, 10
Cranbrook,
Deal,
*Dover, 6
Folkestone, 19
Hythe,
*Maidstone, 20
Margate, 5
*Ramsgate,
†*Rochester, 11, 12
Sheerness,
Sittingbourne, 17
Tenterden, 16

Circuit 50—Sussex

His Hon. Judge Archer, K.C.
Arundel, 6
Brighton, 5, 12, 13, 26, 27
†*Chichester, 20
*Eastbourne, 18
*Hastings, 3
Haywards Heath,
*Lewes, 2
Petworth, 9
Worthing, 24

Circuit 51 — Hampshire

His Hon. Judge Topham, K.C.
Aldershot,
Basingstoke, 11
Bishops Waltham,
Farnham, 6
*Newport,
Petersfield, 13
†*Portsmouth, 2 (E.), 5, 12
Romsey,
Ryde, 25
†*Southampton, 3, 10, 11 (B.)
*Winchester, 4

Circuit 52—Wiltshire

His Hon. Judge Jenkins, K.C.
*Bath, 5 (B.), 12 (B.)
Calne,
Chippenham, 17 (R.)
Cirencester, 26
Devizes, 9 (R.)
Dursley, 30
*Frome, 11 (R.)
Hungerford, 10
Malmesbury, 19
Marlborough, 31
Melksham, 13
*Newbury, 16 (R.)
Stroud, 23
*Swindon, 11, 25 (B.)
Trowbridge, 6
Warminster,
Wincanton, 13 (R.)

Circuit 54-Somersetshire

His Hon. Judge Wethered
††Bridgwater, 6
††Bristol, 2, 9 (J.S.), 10, 11, 12, 13 (B.), 16, 17, 18, 19, 20 (B.), 23 (J.S.)
Gloucester, 24, 26
Minehead, 17 (R.)
Newent, 25 (R.)
Newnham, 18 (R.)
Thornbury,
*Wells, 3
Weston-super-Mare, 4

Circuit 55 — Dorsetshire

His Hon. Judge Cave, K.C.
Andover, 11 (R.)
Blandford,
*Bournemouth, 5 (R.), 13 (J.S.), 17, 18
Bridport, 24
Crewkerne, 10 (R.)
*Dorchester, 6
Lymington,
*Poole, 4, 25 (R.)
Ringwood,
*Salisbury, 5
Shaftesbury, 2
Swanage,
*Weymouth, 3
Wimborne,
*Yeovil, 12

Circuit 56—Kent

His Hon. Judge Sir Gerald Hurst, K.C.
Bromley, 3, 4, 18
*Croydon, 9, 10, 11, 23, 24, 25
Dartford, 12, 26
East Grinstead, 17
Gravesend, 16
Sevenoaks, 2
Tonbridge, 5
Tunbridge Wells, 19

Circuit 57-Devonshire

His Hon. Judge Thesiger
Axminster, 16 (R.)
†*Barnstaple, 24
Bideford, 25
Chard, 19 (R.)
†*Exeter, 12, 13
Honiton, 16
Langport, 23
Newton Abbot, 1
Okehampton, 20
South Molton,
Taunton, 9
Tiverton, 18
*Torquay, 10, 11
Torrington,
Totnes,
Wellington, 16

Circuit 58—Essex

His Hon. Judge Trevor Hunter, K.C.
Brentwood, 20 (R.)
Gray's Thurrock, 10 (R.)
Ilford, 2 (R.), 3, 9 (R.), 16 (R.), 17, 23 (R.), 24, 30 (R.), 31
Southend, 4, 11, 12 (R.), 13, 18 (R.B.), 25

Circuit 59—Cornwall

His Hon. Judge Armstrong
Bodmin,
Camelford,
Falmouth, 16 (R.)
Helston, 9
Holsworthy,
Kingsbridge, 25 (R.)
Launceston, 20
Liskeard, 12
Newquay,
††Penzance, 11
Plymouth, 11 (R.), 17, 18, 19
Redruth, 5
St. Austell, 10
Tavistock, 13
††Truro, 6

The Mayor's & City of London Court

His Hon. Judge Dodson
His Hon. Judge Brazley
His Hon. Judge Thomas
His Hon. Judge McClure
Guildhall, 2, 3, 4 (A.), 5, 6 (J.S.), 9, 10, 11 (A.), 12, 13 (J.S.), 16, 17, 18 (A.), 19, 20 (J.S.), 23, 24, 25, 26, 27 (J.S.), 30, 31

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar
(J.S.) = Judgment Summonses
(B.) = Bankruptcy
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

July 1.—On the 1st July, 1835, a committee reported to the benchers of Lincoln's Inn that the old Hall could not be enlarged for all the members to dine without some waiting till others had finished; that it could not be rebuilt between the sittings of the Court of Chancery after Trinity Term and Michaelmas Term; that there was no other building in the Inn where the Court could sit or the members dine and that the best site for a new Hall was at the south end of Stone Buildings—the site of the present No. 7.

THE OLD CONVEYANCING.

The correspondent who wrote to a Sunday newspaper to ask "Are solicitors really necessary?" was answered by another, who said he could have no knowledge of the land tenure of this country. Still, even in that matter things are not what they were. Reginald Hine in his incomparable "Confessions of an Un-Common Attorney" notes: "When I became an articled clerk in 1901, the documents of title, elegantly scrivened on sheepskin, not vulgarly typed as now on parchment paper, were still being composed in the grand style with elaborate recitals leading up to the climax of the *Testatum* and *Tenendum*, and then, as in a dying fall, brought to a close with gracefully written *Powers* and *Provisoes*." Then when "by the Law of Property Act, 1925, deeds were reduced to a mere handful of their former size and shorn of their ancient splendour, men of the old school declared that conveyancing, as a fine art, was dead." There is a practitioner in Lincoln's Inn who tells how once in his younger days there stumped into his chambers the Dickensian figure of an old-fashioned managing clerk who, standing over him and shaking an angry finger, thus delivered himself: "Mr. —, conveyancing is an 'igh art and you're prostituting it. None of your numbered paragraphs and implied covenants for me!" He never returned.

CHARGE!

A jester in one of the daily papers recently remarked that "if the new City Chamberlain of London, a solicitor, ever has to call out the troops in some new Gordon riots, like his predecessor Wilkes, he will be able not only to request them to charge the mob, but to tell them exactly how much." The variant of that particular joke which I like best may be found in Maurice Healy's "The Old Munster Circuit." He tells a fable launched about Stephen Ronan in autumn, 1914. According to the tale, he was in Paris at the outbreak of war and hastened to offer his services. Questioned as to his capabilities, he said: "I am the King's Advocate in Ireland, and have the right to lead in any matter appertaining to Admiralty jurisdiction." So the staff sent him to Antwerp to take command of a body of Marines. During an action an aide-de-camp galloped up saying: "The general has sent me to give you the order to charge." "And where is it?" demanded Ronan. "But I'm giving it to you," replied the officer. "Do you mean to say there is no document?" said Ronan. "No, of course not!" "Then I decline to charge. I decline to charge until you bring me a written order, signed by the party to be charged!" He was the finest lawyer at the Irish Bar, but when he was made a Lord Justice of Appeal he became impossible—"like a bag of weasles," someone said.

COUNTY COURT LETTER

Possession of Licensed Premises

IN *Hope* v. *Pitt*, at Hay County Court, the claim was for possession of the Boat Inn, Whitney. The plaintiff's case was that the premises were licensed, and were let to the defendant at a rent of £75 per annum in 1940. Six months' notice to quit had been given, expiring on the 2nd February, 1945. No effort had been made by the defendant to find other accommodation, as he apparently thought he was protected by the Rent Acts. The defendant had been an unsatisfactory tenant, and early possession was required in order that persons to whom the plaintiff might let the fishing rights (which he also possessed) might be accommodated in the vicinity. The plaintiff also desired the land to be cultivated and the fruit trees pruned. The defendant's case was that he had been a satisfactory tenant, and the plaintiff had never made any complaint. Having seen that the defendant had worked up a good business, the plaintiff was seeking to reap the benefit by getting rid of the defendant and installing his own manager. His Honour Deputy Judge Gilbert Griffiths observed that the case was outside the Rent Acts and had to be decided at common law. An order was made for possession in one month, the defendant agreeing to pay £6 13s. 10d. mesne profits from the 2nd February until the date of the hearing (the 7th March), viz., the proportionate amount of £75 per annum, with costs on Scale B.

Right of Passage through Kitchen

IN *Cullen* v. *Butt*, at Bournemouth County Court, the claim was for an injunction to restrain the defendant from storing a pile of coal, a step ladder and other articles in a disused kitchen at 69, Seabourne Road, Pokesdown. The plaintiff had been tenant of the lower part of the house for ten years, and the defendant had been tenant of the upper part for thirteen years. The defendant had to pass through the kitchen to the back door, in order to obtain water from the scullery. The coal had been removed, but the defendant had expressed his intention of storing the other articles in the kitchen—unless restrained by law. The landlord's evidence was that the defendant had no legal rights in the kitchen, other than those conceded as a privilege by the plaintiff. The defendant's case was that the right to use the kitchen had been granted to him by the plaintiff's predecessor as tenant of the downstairs rooms. His Honour Judge Cave, K.C., held that the case was not one for an injunction. A declaration was made that the defendant had no rights in the kitchen other than a right of passage to the back door and scullery. The plaintiff could grant the defendant any further rights he (the plaintiff) might choose.

POINTS IN PRACTICE

Questions from solicitors who are REGISTERED ANNUAL SUBSCRIBERS are answered, without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 88-90, Chancery Lane, W.C.2, and contain the name and address of the subscriber, and a stamped addressed envelope.

Notice of Retention and Ground Rent

Q. A is the present lessee of a ground lease for ninety-nine years from 25th December, 1901, at the yearly rent of £14 of certain premises which were seriously damaged by enemy action, and are at present wholly unusable, the cost of putting the premises in order being estimated at approximately £800. The War Damage Commission have intimated that a cost of works payment will be made. No notices under the Landlord and Tenant (War Damage) Act, 1939, have been served, and the following points arise:—

(1) Having regard to s. 13 of the above Act, can A serve a conditional notice of retention on the ground landlord under s. 2 of the Landlord and Tenant (War Damage) (Amendment) Act, 1941?

(2) If A can serve a conditional notice of retention, presumably he will then be in a position to withhold payment of the ground rent until the premises have been rendered fit.

A. A conditional notice of retention is quite inappropriate here. It is only appropriate where the War Damage Commission has not made its determination as to whether a value payment or a cost of works payment is to be made. The proper notice for the lessee to give is an ordinary notice of retention, which binds him to render the premises fit as soon as practicable, but exempts him from payment of rent, either wholly (s. 10 (1) (*b*) of the 1939 Act) or on the application of the landlord (s. 10 (1) (*c*) and (*d*)), partly until this is done. Ground leases are now on the same footing as ordinary leases (1941 Act, s. 10); s. 13 of the 1939 Act is repealed.

Grant of Administration to Attorney

Q. A lady is sole executrix and universal legatee under her late husband's will. Being abroad she gets her bank to take out letters of administration with the will annexed as attorney for her. Subsequently, as executrix and without herself taking out a grant, she sues for the recovery of outstanding assets. Ordinarily, an executrix's title is complete without any grant, but the question is whether a grant to an attorney invalidates the executrix's title until she obtains a grant for herself.

A. The executrix, although she may initiate proceedings, will fail to recover unless she has a grant in her name when the case comes into court. It would further be a perfect answer to the claim that the defendant had delivered the assets sued for to the attorney before the grant to the executrix.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL*]*

The Enforcement of High Court Judgments

Sir,—The author of the otherwise excellent article "The Enforcement of High Court Judgments," in your issue of the 2nd June, 1945, painted the position as regards the enforcement of judgments by the sale of the judgment debtor's lands in blacker tones than were justified.

It is true that the writ of elegit is an archaic and cumbersome procedure, but your contributor clearly overlooked the provisions of both s. 7 (1) of the Land Charges Act, 1925, and of s. 195 of the Law of Property Act, 1925.

The first step to be taken after the issue of a writ of elegit is to register it under the Land Charges Act, 1925, as "a writ or order affecting land." When this has been done the judgment creditor is not prejudiced by any sale of the land by the judgment debtor, but, until so registered, a writ of elegit and every delivery in execution thereof is void against a purchaser of the land even if he has express notice.

Under s. 195 of the Law of Property Act, 1925, a judgment entered up in the High Court operates as an equitable charge upon the judgment debtor's land, provided that a writ or order for the purpose of enforcing such judgment is registered under the Land Charges Act. This equitable charge can be enforced by applying for an order for sale, but only after the expiration of one year from the date when the judgment was entered up (s. 195 (3) (ii) Law of Property Act, 1925).

The registration of a writ of elegit under the Land Charges Act, therefore, not only gives notice of the writ to all concerned, but also at once gives the judgment creditor an equitable charge on the judgment debtor's land.

It will be noticed that this equitable charge comes into operation upon the registration of any writ or order for the purpose of enforcing the judgment. A *fi. fa.* can therefore be so registered, and the judgment creditor will have all he needs to enforce his judgment against the land of the judgment debtor. He will have to wait a year from the judgment before he can obtain an order for sale, but would be well advised to do so, rather than to resort to elegit.

15th June, 1945. H. E. PIFFE PHELPS.

BOOKS RECEIVED

The Liabilities (War-Time Adjustment) Acts, 1941 and 1944, with Rules and an Index. Annotated by G. GRANVILLE SLACK, B.A., LL.M. (Lond.) of Gray's Inn, Barrister-at-Law. Second Edition. 1945. pp. (with Index) 159. London: Butterworth & Co. (Publishers), Ltd. 10s. 6d. net.

Burke's Loose-leaf War Legislation. Edited by HAROLD PARRISH, Barrister-at-law. 1944–45 Volume. Parts 2 and 3. London: Hamish Hamilton (Law Books), Ltd.

The British Year Book of International Law, 1944. Twenty-first year of issue. Issued under the auspices of the Royal Institute of International Affairs. pp. vii and (with Index) 272. London: Oxford University Press. 25s. net.

Redgrave and Owner's Factories, Truck and Shops Acts. Being the Sixteenth Edition of Redgrave's Factory Acts. By JOSEPH OWNER, of the Middle Temple, Barrister-at-Law. 1945. pp. xlvii and (with Index) 1190. London: Butterworth and Co. (Publishers), Ltd. 35s. net.

Salmond's Law of Torts. A Treatise on the English law of liability for civil injuries. Tenth Edition. By W. T. S. STALLYBRASS, D.C.L., of the Inner Temple, Barrister-at-Law, Principal of Brasenose College, Oxford. 1945. London: Sweet & Maxwell, Ltd. £1 15s. net.

Planning Acts, 1943-45, and Compensation for Acquisition of Land. By J. R. SMITH-SAVILLE, Solicitor of the Supreme Court. 1945. pp. viii and (Index) 244. London: The Estates Gazette, Ltd. 16s. 6d. net.

The North Carolina Law Review. Vol. 23. April, 1945. No. 3.

OBITUARY

MR. C. BRODRICK

Mr. Cecil Brodrick, solicitor, formerly senior partner in Messrs. Bell, Brodrick & Gray, solicitors, of Cannon Street, E.C.4, died on Thursday, 14th June, aged eighty-two. He was admitted in 1886.

MR. G. C. R. MARSHALL

Mr. Gerald Cook Rodgers Marshall, solicitor, of Messrs. Marshall & Hicks Beach, solicitors, of New Square, Lincoln's Inn, W.C.2, died on Friday, 15th June. He was admitted in 1890.

MR. E. MERCER

Mr. Edmund Mercer, solicitor, of Manchester, died on Monday, 4th June, aged eighty-two. He was admitted in 1885.

FLYING OFFICER W. SYKES

Flying Officer Walter Sykes, solicitor, of Messrs. Sykes, Lewis & Co., solicitors, of Southport, has been killed in a flying accident in Ceylon. He was admitted in 1932.

MR. H. W. THOMAS

Mr. Herbert Watkins Thomas, solicitor, of Carmarthen, died on Wednesday, 6th June, aged seventy-one. He was admitted in 1898.

MR. R. H. WANKLYN

Mr. Roderick Henry Wanklyn, solicitor, town clerk of Ealing since 1933, died on Wednesday, 20th June, aged fifty-six. He was admitted in 1914.

MR. B. A. WOOLF

Mr. Benjamin Arthur Woolf, solicitor, of Messrs. B. A. Woolf and Co., solicitors, of Lombard Street, E.C.3, died on Saturday, 16th June. He was admitted in 1899.

SOCIETIES

THE WORSHIPFUL COMPANY OF SOLICITORS OF THE CITY OF LONDON

(Continued from p. 292)

You will have noticed that in the report of the Court of Assistants, it is stated that I would deal in greater detail with the question of poor persons.

It is difficult to know how to deal in the space of a short speech with the question of legal aid for people of small means. I had at first intended to give you a short summary of the evidence tendered to the Rushcliffe Committee by the Council of The Law Society which has long had the subject under consideration, and the views of the court upon that evidence. But the Rushcliffe Committee has within the last fortnight issued its report, which can be bought for 9d. from the Stationery Office and is well worth reading *in extenso*, as the summaries published in the lay press have not been very clear from a professional point of view. The committee expressed the view that the total of existing facilities for legal aid to persons of limited means was inadequate and that the situation would become worse, and it expressed certain views which it had formed and in the light of which its recommendations were framed. These were that legal aid should be available in all courts, not only to the poor, but to a wider group up to an income limit of £420 per annum net (i.e., after taking into account tax deducted from such income), the income of husband and wife to be aggregated, but no account being taken of the income of other members of the family or household. The necessary legal aid should be free of cost to those who could not afford it (i.e., to single persons with a net income under £3 a week and married people with an income under £4 a week, with an allowance in respect of children). Those above these limits should pay some contribution towards the cost of legal aid, which the committee recommended should be half the difference between the actual net income and the respective minima mentioned above. The cost of the scheme should be borne by the State, but it should be administered by the legal profession and not by the State or local authorities, and the scheme should provide adequate remuneration for barristers and solicitors. The general provisions of the scheme should be framed by The Law Society, which should supervise its working and be answerable therefor to the Lord Chancellor. In these respects the Committee have adopted the views of The Law Society, to whom I think we all owe a debt of gratitude for the time and thought they have given to the matter—and especially to the Society's indefatigable Secretary, Mr. Lund, who I am glad to say is with us to-day as one of our own liverymen and in whose presence I feel considerable diffidence in attempting to epitomise the recommendations.

The Law Society's proposals, which you will have the opportunity of reading in its annual report for 1944 to be issued very shortly, involve the establishment of "panels" of solicitors, membership of which will, of course, be voluntary, and the committee proposes five panels dealing respectively with advice, divorce litigation, other civil litigation in the High Court, a panel grouping county courts, coroners' courts and special tribunals, and finally one for London agency business. Criminal work is dealt with separately. As regards litigation in the High Court and Court of Appeal, the committee proposes that costs should be taxed on a solicitor and client basis and the solicitor should receive 85 per cent. of the profit costs as taxed, counsel getting 85 per cent. of their fees as allowed on taxation. The reduction of 15 per cent. is supposed to represent half the net profit which the solicitor would get after paying his overhead expenses, which are, of course, very much higher than those of the Bar.

The committee adopts the proposals of The Law Society as to the working of the scheme through area committees and local committees,

with provisions for the receipt by the area committees of contributions and costs and the State grant and the payment of remuneration of solicitors and members of the Bar. Time does not permit me to go into these questions of machinery, which are—perhaps unavoidably—complicated.

One objection which we as a Court took most strongly to the original proposals of The Law Society related to the question of costs in connection with "property," i.e., sales and purchases and probate matters, which it was proposed should be included in the scheme, but I am glad to say that the Society in giving evidence to the Rushcliffe Committee did not press this point and indicated that the omission of conveyancing and the administration of estates would not materially affect their proposals. In view of this, the committee made no recommendation to include these matters and I will leave it there. I should not like to close my remarks on this matter without saying how much I think the country is indebted to Lord Rushcliffe and his committee for the great trouble they have taken in their inquiry and for the clear and comprehensive nature of their report. It is indeed a piece of national service well done.

Members of the company will appreciate the fact that being a livery company we are now entitled to certain rights which we did not possess before the grant of our livery, one of which is the right of voting in common hall. A number of liverymen have asked the clerk what their position is as regards such voting and why they have not received any summons during the year to meetings of the livery of the City of London in common hall, particularly in connection with the election of the City Chamberlain.

The position is that to be entitled to vote in common hall a liveryman must be on the common hall register which is compiled once a year and comes into force on 1st June. It includes the names of all liverymen who have been members of the livery of their respective companies and freemen of the city for one year prior to 31st May. It follows from this that as the first elections to the livery of our company did not take place until October last no liveryman of the City Solicitors Company as such is entitled yet to be included in the common hall register. I say " as such " advisedly because, of course, some of you are liverymen of other companies and may be entitled to vote by virtue of that qualification. All members of our livery who have completed all their formalities before the 31st May last will be entitled to have their names included in the common hall register which will be compiled in the spring of 1946 and come into force on 1st June, 1946. They need do nothing about this as the clerk delivers to the Secondary of London a complete list of liverymen who are qualified for inclusion in the register. But those members of our livery who have not complied with all the formalities before 31st May will have to wait until 1947 for them to vote in common hall. They cannot complain of this as they have all had circulars drawing their attention to their failure to take the necessary steps.

As regards individual notifications to liverymen of the summoning of common hall at which they are required to attend, the practice of the various City companies differs. Some send a post-card summons to each liveryman every time common hall is called. Others—I think the majority, and certainly the majority of the lesser companies—only insert an advertisement in the *City Press*, which by the way is a very valuable means for liverymen to keep in touch with what is going on as regards civic affairs. In view of the cost of having notices of common hall printed and circulated to members, the present idea of the court is that it will be sufficient to rely on an advertisement and not to send a summons to each liveryman. But we do not hold any very definite view, and if a large number of liverymen think that an individual notice should be sent out the court will reconsider the matter. I would, however, point out that there is usually some reference to meetings in common hall in the daily press, so that even if members do not subscribe to the *City Press* they will know when to attend at Guildhall.

With regard to finance, when the old company was liquidated the liquidator handed over to this company accumulated funds in securities and cash to the value of approximately £3,500. To this has been added further investments referred to in the report. We are still, as livery companies go, probably one of the poorest of the livery companies of the City of London. When one considers, however, that most of the livery companies have been in existence for centuries and that they are possessed of properties which have probably increased an hundredfold in value, our financial position in comparison with those other livery companies is not surprising. I believe Past Master Sir Stanley Pott, a Past Master of the Grocers Company, will confirm me when I say that the Grocers Company sold the site of the present Bank of England, as we know it to-day, for £250.

The records of those ancient livery companies shows that in their early states they received handsome gifts from numerous benefactors. I do not know how this company is going to enrich itself in the same manner as the ancient livery companies have done, but we must do our best in the future to increase our funds so that we can take our place amongst the great livery companies who have become large charitable and educational establishments.

On the retirement of Mr. Satcher, our deputy clerk, we appointed Mr. A. F. Steele as the new clerk to the livery company. I have on previous occasions paid a tribute to Mr. Steele for the great assistance he has given to me during the past year. Without that assistance we certainly would not have made the progress which we have done, and I offer him my renewed thanks.

The past few years will go down as one of the greatest periods in the history of our country. For obvious reasons I and the other members of our court have been little more than lookers on at the stupendous happenings which have happily resulted in the overwhelming victory of our just cause and the saving of our country from disasters too horrible to contemplate, but, gentlemen, let us not forget those younger men who by their bravery and devotion to duty have brought about this happy result. I know The Law Society are doing all they can to assist those members of our profession who will be returning from H.M. Forces once again to take up their practices, but we would like to do our share, and we hope that Mr. Lund will be able to make use of our services in placing those young men in suitable positions.

I should not like to close these remarks without saying a word of thanks to the press and particularly the legal press. The grant of the livery has caused a great deal of interest, but paper supplies in these days for technical and professional papers are extremely restricted, and the court is deeply grateful to the editors of the legal papers for the space which they have given to our affairs when the pressure on their columns is so very heavy. We shall look forward to welcoming them and thanking them in person when we hold our first banquet as a livery company, as I hope we shall do, before the year is out.

I should like also to thank the Master and Court of the Grocers Company for so kindly allowing us to have the use of their hall for our meetings during the past two years, and also to thank you, Past Master Haslip, for so kindly looking after our company's plate.

The clerk tells me that he has some spare prints of my speech at the meeting called for the liquidation of our old company in case any member would like a copy.

With these observations I now formally propose the adoption of the report and will ask the senior warden to second the resolution, after which I will ask any members of the company to make suggestions or criticisms of such report.

At a meeting of the court of the City of London Solicitors Company held on Wednesday, 13th June, after the annual general meeting, Mr. Deputy H. A. Easton, C.C. (Messrs. William Easton & Sons), was elected Master of the Company for 1945/46. Mr. W. A. Bright (Messrs. Alfred Bright & Sons) was elected Senior Warden, and Mr. A. P. Whatley (Messrs. Maples, Teesdale & Co.) Junior Warden for the year.

(*Concluded*)

WAR LEGISLATION

Statutory Rules and Orders, 1945

E.P. 736. **Agriculture and Fisheries.** Order in Council adding reg. 22 to the Defence (Agriculture and Fisheries) Regulations, 1939. June 15.

No. 696. **Customs.** Additional Import Duties (No. 2) Order. June 12.

No. 692. Customs. Import Duties (Exemptions) (No. 3) Order. June 11.

E.P. 738. **Defence** (War Risks Insurance) Regulations, Order in Council. June 15.

No. 702. **Forestry Commission.** Forestry (Transfer of Woods) Order in Council. June 11.

E.P. 731–3. **General Regulations.** Orders in Council amending the Defence (General) Regulations, 1939. (No. 731 amends Reg. 5; No. 732 adds Reg. 45F and amends the Third Schedule to the Regulations; No. 733 amends Reg. 60CAA). June 15.

No. 701. **House of Commons** (Redistribution of Seats) Order in Council. June 11.

No. 727/L.10. **Juvenile Courts.** (Metropolitan Police Court Area) Order. June 14.

No. 703/L.8. **Landlord and Tenant.** Tenancy Agreements (End of the War in Europe) Order in Council. June 11. (See *ante*, p. 295.)

No. 680. **Local Authorities Loans** (Exemptions) Regulations. June 12.

No. 706. **Local Government Elections,** England (Supplementary Provisions) Order. June 13.

No. 726/L.9. **Metropolitan Police Courts** Order. June 14.

E.P. 734–5. **Orders in Council** amending the Defence (Administration of Justice) Regulations, 1940, and the Defence (Parliamentary Under-Secretaries) Regulations, 1940. June 15.

No. 705. **Parliamentary Elections.** Electoral Registration (No. 2) Regulations. May 29.

No. 708. Parliamentary Elections, England and Wales. Returning Officers Order. June 12.

No. 722. **Public Works Loans.** Further Regulations, June 12, made by Public Works Loan Commissioners.

No. 707. **Registration of Electors,** England and Wales. Registration Officers Order. June 12.

E.P. 691. **Road Traffic.** London Passenger Transport Board (Public Service Vehicles) (Revocation) Order. June 11.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

NOTES OF CASES

COURT OF APPEAL

Lewin *v.* American and Colonial Distributors, Ltd.

Scott and Morton, L.JJ., and Cohen, J.
12th March, 1945

Landlord and tenant—Lease of licensed premises—Covenant that third party should not be concerned in the conduct of the business—Assignment of lease—Whether assignee bound by covenant.

Appeal from Vaisey, J.

By a lease, dated the 30th November, 1942, made between B Ltd., as lessors, of the first part, S, as lessee of the second part and H Ltd., the defendants, as guarantors of the third part, a London restaurant, which it was intended should be used as licensed premises, and other property in London, was demised to S for a term of seven years. By cl. 2 (13), the lessee covenanted for himself and his assigns that one, R, should not have any interest in the lease or in any company or firm interested in the lease, that he should not be entitled to any interest in the defendant company, that he should not be in any way concerned in the conduct of the business carried on or upon the demised premises, and lastly, that he should not become an assignee of the lease. By cl. 5 it was provided, *inter alia*, that, if any covenant on the lessee's part should not be observed and performed, it should be lawful for the lessors to re-enter and thereupon the demise should determine. In January, 1943, the lessors consented to the assignment of the lease to the defendant company. The freehold reversion expectant on the lease was conveyed to the plaintiff in December, 1943. R owned large stocks of wine which he stored on the demised premises and which were sold in the restaurant. R was constantly at the restaurant, where he gave orders. In an agreement with the manager of the restaurant, R was described as proprietor. R, by himself, or his nominees, held shares in the defendant company and lent to it large sums to enable it to carry on the restaurant business. In this action the plaintiff, as lessor, claimed a declaration that the lease had been forfeited. The defendant company admitted the breaches of covenant, but contended that the covenant entered into by the original lessee did not run with the land and asserted that the covenant was not binding on it as assignee of the land. Vaisey, J., made an order for possession, holding that the covenant ran with the land, as it touched or concerned the demised premises. The defendant company appealed.

SCOTT, L.J., said that Vaisey, J., was right in holding that the broken covenant was one which did run with the land. It had direct reference to the licensed business which was to be carried on upon the premises. Each sub-head of para. 13 constituted a separate covenant and the sub-head prohibiting R from being concerned in the running of the business was one relating to and running with the land. Where premises were let for business occupation, the way in which the premises were used was an essential matter and the value of the premises depended upon it. Any covenant relating to the conduct of the business on the premises, which affected the value of the premises, was a covenant which ran with the land. It was unarguable that a covenant to carry on licensed premises in a particular manner, the breach of which might affect the value of the premises, was not a covenant which ran with the land. The appeal should be dismissed.

MORTON, L.J., and COHEN, J., agreed in dismissing the appeal.

COUNSEL: *J. Neville Gray*, K.C., and *Geoffrey Lawrence*; *Roxburgh*, K.C., and *W. F. Waite*.

SOLICITORS: *Oscar Mason & Co.*; *Preston, Lane-Claypon and O'Kelly*, for *Herbert & Gowers & Co.*, Oxford.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

CHANCERY DIVISION

Smith *v.* National Meter Company, Ltd., and Gibson

Uthwatt, J. (sitting as an additional Judge of the King's Bench Division). 16th April, 1945

Defamation—Libel—Privilege—Workmen's compensation—Statement to medical referee—Absolute or qualified privilege.

Witness action.

The plaintiff in these proceedings alleged that she had been libelled by her former employers, the defendant company, and by the second defendant, a member of a Lloyd's syndicate with which the company were insured.

The plaintiff was employed by the defendant company as a munition worker. In consequence of the second attack of dermatitis which she had had while in their employment, she left work on the 6th February, 1943, and claimed compensation under the Workmen's Compensation Act, 1925. The libels alleged were contained in two memoranda sent by the company to their insurers and in a letter dated the 19th February, 1943, sent by the insurers to the doctor acting as medical referee under the Act. The libel consisted of false allegations that the dermatitis was contracted by the plaintiff of her own fault. The learned judge held that the two letters to the insurers were defamatory, and that qualified privilege attached to the occasion on which they were sent. There was, however, evidence of malice, and the plaintiff was entitled to damages. The letter of 19th February, 1943, which contained similar allegations, was signed by the insurers' manager and sent to the medical referee appointed under the Act. It subsequently appeared that his appointment was invalid, but his lordship's judgment on the point here reported proceeded on the footing that the referee had been validly appointed.

UTHWATT, J., said with regard to the third letter that the insurers were the company's agents in writing it. The company and the second defendant were jointly responsible for the letter. He imputed malice to the company, unless, therefore, absolute privilege attached to the occasion when it was written, the company and the second defendant were both liable (*Smith* v. *Streatfeild* [1913] 3 K.B. 764), and it was unnecessary for him to come to any conclusion on the malice of the insurers. It was argued that absolute privilege attached to the letter on the ground that it was a statement made in the course of proceedings before a tribunal exercising judicial functions. He did not think the tribunal here satisfied the tests laid down by Lord Esher, M.R., in *Royal Aquarium and Summer and Winter Garden Society, Ltd.* v. *Parkinson* [1892] 1 Q.B. 431, at p. 442. The function of the medical referee was certainly not administrative. His decision affected legal rights, but that was not the test. Essentially, he was determining on his own professional judgment and skill medical facts. In one important respect the proceedings differed from judicial proceedings. Each party was entitled to submit a statement and the statement was made to the referee alone. Neither party was entitled to know what was alleged by the other party. It was impossible to find anything less likely to find a place in a judicial proceeding. Public policy, so far from demanding that absolute privilege should attach to such voluntary statements, seemed to demand the contrary. Qualified privilege attached to such statements. No absolute privilege attached to the letter of the 19th February, 1943, and he assessed the damages in respect of each of the first two libels at twenty guineas and in respect of the third at fifty guineas.

COUNSEL: *F. W. Beney*, K.C., and *Gilbert Dare*; *Colin Duncan*; *A. L. Gordon*; *G. O. Slade*, K.C.; *R. M. H. Everett*.

SOLICITORS: *W. H. Thompson*; *Bower, Cotton & Bower*, for *Stuchbery & Son*, Maidenhead; *Hewitt, Woollacott & Chown*.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

***In re* Wright's Settlement Trusts**

Romer, J. 21st February, 1945

Settlement—Shares in a company settled—Direction to accumulate excess dividends of these shares—Bonus shares issued—Whether direction applies to bonus shares.

Adjourned summons.

By a settlement dated the 8th December, 1908, made on his marriage, W, the husband, transferred to trustees 100 shares of £100 each in A Ltd. These shares formed part of the husband's fund. The settlement provided that the trustees should stand possessed of the husband's fund upon trust to pay the income thereof to him during his life and after his death to the wife for her life, with provisions cutting down her interest should she remarry, with ultimate trusts in favour of the children of the marriage. In the event of the death of the husband in the lifetime of the wife and there being any children of the husband living at his death (which event happened), there was a proviso directing the trustees to accumulate by way of compound interest for a period of twenty-one years any dividends on A Ltd.'s shares in excess of 7 per cent. and to hold the accumulations as an accretion to capital. In 1914 pursuant to the reorganisation of the company's capital under an Act of Parliament, 150 £1 shares were substituted for each £100 share. In 1918 and again in 1927 bonus shares were issued which resulted in the trustees' holding being increased to 32,925 shares. In 1938 these were converted into £32,925 stock. The husband died on 1st February, 1944, and his widow had not remarried. For the years 1942, 1943 and 1944 dividends in excess of 7 per cent. had been paid. By this summons the trustees asked whether the whole of the stock held by the trustees was subject to the provisions for accumulation.

ROMER, J., said that it was conceded for the widow that the £15,000 stock representing the original holding of 100 ordinary

shares of £100 each was covered by the proviso, but the proviso for accumulation had no effect upon the two issues of bonus shares now represented by stock. For the children it was contended that the bonus shares must be regarded as an accretion to the original shares for all purposes. That was the right view (*In re Spier, Holt* v. *Spier* [1924] 1 Ch. 359); it was consistent with the intention of the testator that the excess over 7 per cent. receivable by virtue of his holding in this company should be capitalised for the benefit of corpus. The effect of the issue of bonus shares was not actually to increase the holding, because the persons to whom the shares were issued still held the same proportion and there would not be a greater accumulation by reason of the issue of bonus shares. He would hold that the proviso for accumulation applied to the bonus shares now represented by stock.

COUNSEL: *C. V. Rawlence; Pascoe Hayward; Wilfrid Hunt.*

SOLICITORS: *Taylor, Jelf & Co.*, for *Randolph Eddowes & Co.*, Derby; *Thicknesse & Hull.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Hannah *v.* Peel

Birkett, J. 13th June, 1945

Trover—Brooch found in requisitioned house—Freeholder unaware of its presence—Finder's right to retain.

Action for the return of a brooch or its value.

In August, 1940, the plaintiff, while serving in a battery of the Royal Artillery, was occupying an upstairs room which was being used as a sick bay, in a house belonging to the defendant. While adjusting the black-out curtains he touched something loose, which fell on to the window-ledge, and which he took to be a piece of dirt or plaster. The next morning he discovered it to be a brooch covered with cobwebs and dirt. Realising that it might be valuable, he handed it to his commanding officer, who handed it to a police-sergeant. In August, 1942, it was delivered by the chief constable concerned to agents of the defendant, who gave the chief constable an indemnity against any claim to the brooch. In October, 1942, a firm of jewellers bought the brooch from the defendant for £66, and they later sold it for £88. In December, 1938, the freehold of the house had been conveyed to the defendant, who never occupied it. It remained unoccupied until November, 1939, when it was requisitioned under the Defence Regulations. (*Cur. adv. vult.*)

BIRKETT, J., said that the decision of a higher court was needed on the point at issue. The plaintiff claimed the brooch as finder, and argued that he had a good title to it against all the world except the true owner. The defendant contended that his claim as freeholder was superior. The authorities gave some support to each of those propositions. First came *Armory* v. *Delamirie* (1722), 1 Str. 504, where the plaintiff, a chimney-sweeper's boy, found a jewel and took it to the shop of the defendant, a goldsmith. It was held that the finder, though he did not acquire absolute property, yet had such a property as would enable him to keep the jewel against all but the rightful owner. In *Bridges* v. *Hawkesworth* (1851), 21 L.J.Q.B. 75, the plaintiff, on entering a shop, found a bundle of bank notes on the floor. They had been dropped by a stranger and were never claimed. He was held entitled to the notes as against the owner of the shop, Patteson, J., in his judgment, saying that the place where the notes had been found made no difference. There seemed to be no unambiguous *ratio decidendi* for that case, but it was clear that the occupier of land did not in all cases possess an undoubted claim to articles on his land, even though their true owner had lost possession of them. Counsel for the defendant had relied on *South Staffordshire Water Co.* v. *Sharman* [1896] 2 Q.B. 44, where the defendant, while cleaning out a pool under the plaintiff company's orders, found two rings. The company were held entitled to them. Counsel argued that a brooch found in a crevice of a window frame was covered by that case. In *Elwes* v. *Brigg Gas Co.* (1886), 33 Ch. D. 562, a prehistoric boat was, during excavations for a structure, found embedded in the soil six feet below the surface of land let to the defendant company. The boat was held to remain the property of the lessor though he was ignorant of its existence when granting the lease. It seemed clear from the authorities that a man had possession of everything attached to or under his land, but that he did not necessarily have possession of a thing lying unattached on the surface of his land even if that thing were not in the possession of anyone else. The difficulty arose because the line between the things on land which were in the possession of the occupier and those which were not had never been very clearly defined. A discussion of the merits of the case did not help matters. Undoubtedly the brooch had been lost in the ordinary sense of the word, probably for a very considerable time. It had been said that the defendant's predecessor in title had at one time considered making a claim. He (his lordship) proposed to follow *Bridges* v. *Hawkesworth, supra.* The brooch could not be returned, so he would award the plaintiff the sum of £66.

COUNSEL: *Scott Cairns; Cecil Binney.*

SOLICITORS: *Slaughter & May; Rooper & Whately.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

RULES AND ORDERS

S.R. & O., 1945, No. 510/L.6

SUPREME COURT, ENGLAND

CIRCUITS

THE CIRCUIT (WALES AND CHESTER) ORDER, 1945*

At the Court at Buckingham Palace, the 9th day of May, 1945.

PRESENT,

The King's Most Excellent Majesty in Council.

Whereas by Section 72 of the Supreme Court of Judicature (Consolidation) Act, 1925,† it is enacted that His Majesty may from time to time, by Order in Council, provide in such manner and subject to such regulations as to His Majesty may seem meet, for the discontinuance, either wholly or partially, of any former Circuit and the appointment of the places at which Assizes are to be held in any Circuit and for the other purposes specified in that Section, and may further provide for any matters which appear to His Majesty to be necessary or proper for carrying into effect any Order made under that Section:

And whereas by an Order in Council dated the 5th day of February, 1876,‡ it was provided that the Wales and Chester Circuit (called therein the North and South Wales Circuit) should be constituted in two Divisions, therein called respectively the North Wales Division and the South Wales Division, and that there should be two Clerks of Assize, one for each Division, and each having subordinate officers:

And whereas by an Order in Council dated the 26th day of June, 1884,§ as amended by an Order in Council dated the 14th day of May, 1912,¶ it was provided that the Commission Days for the places on the said Circuit, should, so far as might be practicable and the business to be done might allow, be fixed in accordance with a Scheme set out in a Schedule to the last-mentioned Order, in which the Commission Days for the places in the respective Divisions were so arranged that the North Wales Assizes were for the most part contemporaneous with the South Wales Assizes (except in Cheshire and Glamorgan):

And whereas it is expedient that the Commission Days for the places in the Circuit should be arranged consecutively, so that the duties of the officers of the Circuit may be performed by one Clerk of Assize and his subordinate officers, and that the Circuit should no longer be divided into two Divisions:

And whereas the provisions of the Rules Publication Act, 1893,‖ have been complied with:

Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered, as follows:—

1. The Commission Days for the several places in the Wales and Chester Circuit for the Assizes to be hereafter holden shall, as far as may be practicable and the business to be done may allow, be fixed by the Judges in manner heretofore accustomed in accordance with the Scheme set out in the Schedule to this Order, and the Circuit shall henceforth be no longer divided into two Divisions.

2. The duties of the officers of the Circuit shall be performed by one Clerk of Assize and such subordinate officers as may be appointed for the purpose.

3. This Order shall not affect the existing powers of altering Commission Days.

4. This Order may be cited as the Circuit (Wales and Chester) Order, 1945.

E. C. E. Leadbitter.

SCHEDULE

Winter Circuit

January	7th	Welshpool	February	2nd	Chester (2)
,,	10th	Dolgelly	,,	13th	Presteign
,,	12th	Caernarvon	,,	15th	Brecon
,,	19th	Beaumaris	,,	19th	Lampeter
,,	23rd	Ruthin	,,	22nd	Haverfordwest
,,	31st	Mold	,,	25th	Carmarthen
			March	8th	Cardiff (2)

* This Order supersedes Order dated March 21, 1945, to like effect.

† 15 & 16 Geo. 5. c. 49. ‡ S.R. & O. Rev. 1904, XII, Supreme Court, E, p. 9.

§ *Ibidem*, p. 27. ¶ S.R. & O. 1912 (No. 537), p. 1186.

‖ 52 & 53 Vict. c. 63.

Summer Circuit

May	5th	Newtown	June	4th	Chester (2)
,,	9th	Dolgelly	,,	16th	Presteign
,,	11th	Caernarvon	,,	18th	Brecon
,,	17th	Beaumaris	,,	21st	Lampeter
,,	22nd	Ruthin	,,	25th	Haverfordwest
,,	29th	Mold	,,	28th	Carmarthen
			July	8th	Swansea (2)

Autumn Circuit

October	15th	Caernarvon	November	14th	Brecon
,,	20th	Ruthin	,,	17th	Carmarthen
,,	27th	Chester	,,	26th	Cardiff or Swansea (2)

NOTES AND NEWS

Honours and Appointments

The King has approved the appointment of Sir GEORGE GRAHAM PAUL, Chief Justice, Sierra Leone, to be Chief Justice of the Tanganyika Territory, in succession to Sir Henry Webb, who is retiring from the colonial legal service.

The King has approved the appointment of Mr. CHARLES THOMAS LE QUESNE, K.C., to be a Commissioner of Assize on the Midland Circuit. He will sit at Birmingham.

Mr. ARCHIBALD GLEN, Town Clerk of Burnley, has been appointed to a similar position at Southend. Mr. Glen was admitted in 1932.

Mr. FRANK GITTINS, at present serving in the Army Legal Aid Department, has been appointed Clerk to Oswestry Borough and County Magistrates. He was admitted in 1938.

Shipping is now available for a limited resumption of private trade to the Channel Islands (Jersey, Guernsey and Sark). Private trade will not, however, as yet be renewed in foodstuffs, soap, goods subject in the United Kingdom to the Consumer Rationing Order, utility furniture, solid fuel, until such time as the rationing arrangements in the Islands are completed, when a further notice will be issued. Supply to the Channel Islands will in general be subject to the same conditions as supply on the United Kingdom home market. A Purchasing Commission has been set up in London on behalf of the Government of Jersey, and Guernsey (which for this purpose includes Sark), which will be responsible for the procurement of those goods which are to be purchased on account of the Island civil authorities, and for giving advice and assistance to traders about those goods which may be procured through normal trade channels (address : Home Office, 59/67, Great Peter Street, London, S.W.1.). United Kingdom manufacturers and wholesalers can accept orders from their wholesale or retail customers in the Channel Islands in the normal way for all goods other than those listed above. An export licence is no longer required for supplies to the Channel Islands, except in the case of foodstuffs, soaps, seeds, live animals, fertilisers, coal, coke and manufactured fuel, arms and ammunition. It should be noted that these arrangements do not in any way affect the legal position under which trade with the Channel Islands remains foreign trade for all customs and excise purposes including purchase tax. These arrangements do not apply to Alderney, where there is at present no civil population.

COURT PAPERS

SUPREME COURT OF JUDICATURE

TRINITY SITTINGS, 1945

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.			Emergency Rota.	Appeal Court I.	Mr. Justice Uthwatt.
Mon.,	July	2	Mr. Farr	Mr. Reader	Mr. Hay
Tues.,	,,	3	Blaker	Hay	Farr
Wed.,	,,	4	Andrews	Farr	Blaker
Thurs.,	,,	5	Jones	Blaker	Andrews
Fri.,	,,	6	Reader	Andrews	Jones
Sat.,	,,	7	Hay	Jones	Reader

Date.			Group A. Mr. Justice Cohen. *Witness.*	Mr. Justice Vaisey. *Non-Witness.*	Group B. Mr. Justice Evershed. *Non-Witness.*	Mr. Justice Romer. *Witness.*
Mon.,	July	2	Mr. Andrews	Mr. Jones	Mr. Blaker	Mr. Farr
Tues.,	,,	3	Jones	Reader	Andrews	Blaker
Wed.,	,,	4	Reader	Hay	Jones	Andrews
Thurs.,	,,	5	Hay	Farr	Reader	Jones
Fri.,	,,	6	Farr	Blaker	Hay	Reader
Sat.,	,,	7	Blaker	Andrews	Farr	Hay

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price June 25 1945	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	110xd	3 12 9	2 19 11
Consols 2½%	JAJO	83¼	3 0 1	—
War Loan 3% 1955–59	AO	103	2 18 3	2 13 0
War Loan 3½% 1952 or after	JD	103⅞	3 7 5	2 18 4
Funding 4% Loan 1960–90	MN	113½	3 10 6	2 17 6
Funding 3% Loan 1959–69	AO	101	2 19 5	2 18 2
Funding 2½% Loan 1952–57	JD	101⅛	2 14 2	2 10 4
Funding 2½% Loan 1956–61	AO	98¾	2 10 7	2 11 11
Victory 4% Loan Av. life 18 years	MS	114	3 10 2	2 19 8
Conversion 3½% Loan 1961 or after	AO	106	3 6 0	3 0 4
National Defence Loan 3% 1954–58	JJ	102¼	2 18 8	2 14 0
National War Bonds 2½% 1952–54	MS	101	2 9 6	2 7 0
Savings Bonds 3% 1955–65	FA	101⅜	2 18 11	2 15 11
Savings Bonds 3% 1960–70	MS	100⅜	2 19 6	2 18 9
Local Loans 3% Stock	JAJO	95½	3 2 10	—
Bank Stock	AO	384½	3 2 5	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	93	2 19 2	—
Redemption 3% 1986–96	AO	100¼	2 19 10	2 19 9
Sudan 4½% 1939–73 Av. life 16 years	FA	116	3 17 7	3 4 1
Sudan 4% 1974 Red. in part after 1950	MN	111	3 12 1	1 16 6
Tanganyika 4% Guaranteed 1951–71	FA	106½	3 15 1	2 14 1
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	98½	2 10 9	2 13 2
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	106	3 15 6	3 5 9
Australia (Commonw'h) 3½% 1964–74	JJ	100	3 5 0	3 5 0
Australia (Commonw'h) 3% 1955–58	AO	99½	3 0 4	3 0 11
†Nigeria 4% 1963	AO	114	3 10 2	2 19 8
*Queensland 3½% 1950–70	JJ	101	3 9 4	3 5 0
Southern Rhodesia 3½% 1961–66	JJ	104	3 7 4	3 3 6
Trinidad 3% 1965–70	AO	100	3 0 0	3 0 0
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	95½	3 2 10	—
*Croydon 3% 1940-60	AO	101	2 19 5	—
*Leeds 3½% 1958–62	JJ	102	3 3 9	3 1 3
*Liverpool 3% 1954–64	MN	100	3 0 0	3 0 0
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	95½	3 2 10	—
*London County 3½% 1954–59	FA	107	3 5 5	2 12 4
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Manchester 3% 1958–63	AO	101	2 19 5	2 18 2
Met. Water Board 3% "A" 1963–2003	AO	97½	3 1 6	3 1 6
Do. do. 3% "B" 1934–2003	MS	99	3 0 7	3 0 11
Do. do. 3% "E" 1953–73	JJ	99	3 0 7	3 1 1
Middlesex C.C. 3% 1961–66	MS	101	2 19 5	2 18 5
*Newcastle 3% Consolidated 1957	MS	101	2 19 5	2 18 0
Nottingham 3% Irredeemable	MN	95⅛	3 2 10	—
Sheffield Corporation 3½% 1968	JJ	107	3 5 5	3 1 6
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	115	3 9 7	—
Gt. Western Rly. 4½% Debenture	JJ	122½	3 13 6	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	132½	3 15 6	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	129½	3 17 3	—
Gt. Western Rly. 5% Preference	MA	117½	4 5 1	—

* Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date : in the case of other Stocks, as at the latest date.

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